

PROPERTY MAINTENANCE AGREEMENT

THIS PROPERTY MAINTENANCE AGREEMENT (this "Agreement") is entered into as of May 1, 2014 (the "Effective Date") between The Department of Public Safety for the City of Indianapolis, Indiana ("DPS") and Lifeline Construction Services, LLC ("Contractor").

RECITALS

WHEREAS, Pursuant to a Lease Agreement, dated May 20, 2011 (the "Lease"), between DPS and 401-Public Safety, LLC ("Landlord"), DPS leases from Landlord certain land and improvements located at 201 N. Shadeland Avenue in Indianapolis, Indiana (the "Property"); and

WHEREAS, Contractor is in the business of maintaining real estate similar to the Property; and

WHEREAS, DPS desires to retain Contractor to provide property maintenance services to the Property upon the terms and conditions as hereinafter set forth; and

WHEREAS, it is the intent of both parties to make this Agreement a "near full coverage" service contract. It includes the provision of all labor, parts and materials, as well as emergency service, but excludes dramatically unknown and unforeseen costs, such as significant, unpredictable price increases in materials, such as asphalt.

WHEREAS, it is the intent of both parties to develop measureable objectives that track how well both parties are achieving desired results.

WHEREAS, it is never intended for the Contractor to have keys to the building and will always rely on DPS for access.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth above and throughout this Agreement, DPS and Contractor hereby agree as follows:

1. APPOINTMENT OF CONTRACTOR

DPS hereby engages Contractor to maintain the Property during the entire Term (as hereinafter defined).

2. TERM OF AGREEMENT

- a) This Agreement shall become effective on the Effective Date, and shall continue in full force and effect to and until December 31, 2015, unless sooner terminated in accordance with its terms. This Agreement shall automatically renew for a one year renewal term upon the expiration of each such preceding term unless either party

notifies the other, in writing, within 60 days prior to the renewal date, that it elects not to renew. The initial term of this Agreement, together with any extension terms, is the "Term". Any duties and obligations which, by their nature, are to take place after the expiration of this Agreement shall survive such expiration.

- b) Either party may terminate this Agreement upon written notice of a material breach which remains uncured at the end of a thirty (30) day period. Upon any such termination, Contractor shall be entitled to all fees, expenses, and other amounts, which have been earned or incurred by Contractor in accordance with the terms hereof, through the effective date of such termination, and Contractor shall provide full cooperation to DPS, at no additional cost and as directed by DPS, regarding transition matters, including, but not limited to, the prompt transfer of information and files to DPS or its designee in a form readable to DPS or its designee.

3. CONTRACTOR OBLIGATIONS

Contractor shall undertake the following obligations subject to the terms and conditions of this Agreement:

- a) Contractor will develop log cards to be placed at each piece of equipment with space for noting the date of last service and any new parts that were installed.
- b) Contractor will always abide by all local, state, and federal laws, rules, and regulations when performing maintenance under this Agreement.
- c) Repair and maintain the Property and its integrated systems or improvements in good order and repair. Integrated systems and improvements include, without limitation, heating, air conditioning, ventilation, exhaust, utility, plumbing, sewage, drainage, roof, parking lot, and lighting, electrical, and mechanical systems, along with other categories specified in "Exhibit A" attached hereto.
- d) Perform preventative maintenance inspections described in the inspection forms in "Exhibit B" attached hereto and present recommendations to DPS regarding improvements to the Property, as well as timely remediate any faults found during maintenance inspections;
- e) Subject to prior written approval of DPS, make, or have made under DPS's supervision, all extraordinary or out of scope maintenance, repairs, and replacements necessary to preserve the Property in good condition and repair and at the optimum operating efficiency;
- f) Contractor shall make all payments and arrangements required to purchase parts, equipment, labor and associated services required to execute the maintenance duties described in this Agreement;

- g) Report to DPS regularly according to the schedule attached hereto as "Exhibit B" and report promptly to DPS any conditions relative to the Property requiring the attention of DPS;

The foregoing items listed in this Section are the "Services."

Contractor shall be responsible for hiring any necessary subcontractors. Contractor shall require each subcontractor hired by Contractor to maintain insurance in coverage and amounts not less than that required to be maintained by Contractor. DPS hereby designates a representative from IMPD Administrative Division, and any other person designated by DPS, to act on DPS's behalf in connection with any approvals or requests pursuant to this Agreement. DPS may revoke, replace, or condition such designations at any time upon notice to Contractor.

4. EXCLUSIONS FROM CONTRACTOR SERVICES

- a) Contractor is not obligated to provide for the maintenance of any additional systems or real estate that may be added to the Property at a future date, or any property damage which occurs by natural disaster, fire, or otherwise commonly insurable events, unless the parties mutually agree in writing that Contractor will maintain any such additions.
- b) Contractor is not responsible for performing janitorial, cleaning, data cabling, or any information technology ("IT") services at the Property.
- c) Contractor is not responsible for performing any capital improvements to the Property, unless agreed to in writing by the parties.

5. DPS OBLIGATIONS

DPS shall undertake the following obligations subject to the terms and conditions of this Agreement:

- a) DPS will designate an area of the Property where Contractor may keep all drawings, manufacturers' O&M manuals and all Contractor gathered data. Access to these materials by Contractor is subject to paragraph 12(b) of this Agreement.
- b) In consideration of the performance by Contractor of its duties hereunder, DPS shall pay to Contractor the compensation set forth and as calculated pursuant to the fee schedule attached hereto as "Exhibit C." Such payment amounts are intended to cover maintenance in categories set forth in "Exhibit B" and are calculated to cover maintenance expenses amortized over the full term of the Lease expiring on December 31, 2037. Such payments shall be paid directly by DPS into an escrow account pursuant to the terms of the Escrow Agreement attached hereto as "Exhibit

E." The methods and standards by which amounts shall be paid to Contractor from said escrow account shall be governed by the Escrow Agreement attached hereto as "Exhibit E" based upon the schedule of charges set forth in "Exhibit D."

- c) Notwithstanding any other provision of the Agreement, if funds for the continued fulfillment of the Agreement by DPS are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then DPS shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agree to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. DPS agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- d) DPS shall make annual payment into the Escrow Account in the amount of the then-current Annual Budget (the "Annual Payment") as set forth in and as calculated pursuant to the fee schedule in "Exhibit C." The Annual Payment shall be due by the 10th day of January of each calendar year during the Term; provided that an Annual Payment shall not be deemed late if paid within ten days thereafter. Said Annual Payment shall be made by delivering the funds to the Escrow Agent at the address and in such form as are set forth in the Escrow Agreement.

6. INSURANCE AND INDEMNIFICATION

- a) Contractor shall, during the Term of this Agreement, maintain such insurance as will protect it and DPS from claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors, or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:
 - 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
 - 2) Claims for damages because of bodily injury and personal injury, including death, and;
 - 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

- A. Commercial General Liability (Occurrence Basis)
 - Bodily Injury, personal injury, property damage,
 - Contractual liability, product/completed operations

Each Occurrence Limit	\$1,000,000.00
Damage to Rented Premises (each occurrence)	\$100,000.00
Medical Expense Limit	\$5,000.00
Personal and Advertising Injury Limit	\$500,000.00
General Aggregate Limit (Other than Products Completed Operations)	\$2,000,000.00

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

	Products/Completed Operations	\$1,000,000.00
B.	Auto Liability (combined single limit) (owned, hired & non-owned)	\$1,000,000.00
C.	Excess/Umbrella Liability (each occurrence and aggregate)	\$4,000,000
D.	Worker's Compensation & Disability	Statutory
E.	Employer's Liability	
	Bodily Injury Accident (each accident)	\$100,000
	Bodily Injury by Disease (each employee)	\$100,000
	Bodily Injury by Disease (policy limit)	\$500,000
F.	Certificates of Insurance, naming DPS as an "additional insured," (A., B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with DPS prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to DPS.	

- H. With the prior approval of DPS, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.
 - I. Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts
 - J. Insurance must be provided by A-rated or better vendors according to AM Best Company.
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- b) Contractor will not be held liable for damage or loss, delay of repair, or interrupted service due to fire, flood, foreign substances, commotion, war, act of God, documented inability to obtain materials, parts, or services, or any other cause beyond Contractor's reasonable control.
 - c) In the event of Contractor's breach of this Agreement, Contractor or its employees, suppliers or agents shall not be liable for any special, consequential, incidental or punitive damage, including but not limited to loss of profits or revenues, loss of use of any products machinery, equipment, damage associated to equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, or lost profits.
 - d) Contractor warrants materials only to the extent and for the time period given Contractor by the manufacturer or supplier. Any warranty expressed or implied shall be limited to replacement of defective materials and/or correction of faulty workmanship.
 - e) Contractor shall indemnify and save DPS, and DPS's representatives and officers, employees, and agents, harmless from all costs, losses, expenses, damages, attorneys' fees, and their costs, including all costs of defense, which any of them may incur with respect to any negligent or wrongful act or omission or breach of any provision of this Agreement on the part of Contractor. DPS shall indemnify and save Contractor, and Contractor's representatives and officers, employees, and agents, harmless from all costs, losses, expenses, damages, and their costs, including assuming the defense, which any of them may incur with respect to any negligent or wrongful act or omission or breach of any provision of this Agreement on the part of DPS. It is expressly understood and agreed that the foregoing provisions shall survive the termination of this Agreement.

7. EMPLOYEES

Contractor shall hire, pay, supervise and discharge all employees and personnel necessary for the performance of the Services. Contractor will fully comply with all applicable laws and regulations relating to Worker's Compensation, Social Security, Unemployment Compensation, and hours of labor, wages and other employer-employee related matters. Contractor represents that it is, and will continue to be, an Equal Opportunity Employer.

All employees and contractors hired by Contractor: (i) are (and shall be considered for all purposes to be) the employees and contractors of Contractor; and (ii) are not (and shall not be considered for any purpose to be) the employees or contractors of DPS or the City of Indianapolis, Indiana (the "City"). Accordingly, DPS and the City shall have no obligations or liabilities with respect to such employees and contractors, who shall look exclusively to Contractor to discharge all obligations and duties as their employer or principal. The City may require: (i) background checks for any or all employees or contractors hired by Contractor; (ii) random or periodic drug testing for all such employees and contractors; and (iii) Contractor to terminate any employee or contractor for cause (including, without limitation, for: (A) failing a drug test; or (B) a material violation of the standards for employment that are comparable in scope and content to standards and/or policies for employment that are maintained by the City); and any contracts for employment of such employees or contractors shall include consents to the implementation of such requirements.

8. ADDITIONAL SERVICES

Subject to prior written approval by DPS, Contractor shall be compensated for providing any additional services not specifically covered by this Agreement including, but not limited to, the supervision of capital expenditures (the "Additional Services"), on a negotiated fee basis.

9. TERMINATION

In the event of termination of this Agreement by either party whether with or without cause, the parties hereto shall provide each to the other the following described items prior to the termination date, unless the parties agree to another date:

- a) Contractor shall provide to DPS on or before the date of termination the original executed copies of all contracts executed by Contractor on behalf of DPS pursuant to this Agreement.
- b) Contractor shall provide to DPS within 30 days after the date of termination copies of all preventive maintenance check lists and inspections for the Property through the date of termination.
- c) Prior to the termination date, Contractor shall be entitled to any and all amounts due Contractor pursuant to this Agreement.

10. RECORDS

Throughout the Term, and for three years thereafter, Contractor shall keep complete and accurate records of all service reports and data gathered by Contractor, as related to this Agreement (the "Records"). DPS or its agents may, at any time during normal business hours upon giving reasonable notice to Contractor, inspect and copy the Records. DPS's rights under this Section shall be subject to reasonable disclosure limitations to protect the confidentiality of Contractor's methodologies, processes, and/or proprietary information; provided that Contractor hereby acknowledges DPS's obligations under Indiana's Access to Public Records Act, as the same may be amended, modified, or renamed from time-to-time. Contractor agrees to clearly reflect on the Records any information it considers to be confidential.

11. NOTICES

Any notice required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited with the United States Mail, postage prepaid, certified mail, return receipt requested addressed to the parties as follows:

IF TO DPS:

Attn: Deputy Chief of Administration
IMPD Administrative Division
Department of Public Safety
200 East Washington Street, Suite E220
Indianapolis, IN 46204

IF TO CONTRACTOR:

Alex J Carroll
Lifeline Construction Services, LLC
PO Box 887
Carmel, IN 46082

12. MISCELLANEOUS

- a) No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

- b) Upon twenty-four (24) hours notice, DPS shall provide Contractor a license to access all areas and equipment (and will permit Contractor to start, stop, and otherwise test equipment) as deemed necessary by Contractor to provide the services described in this Agreement. In the event of an emergency, Contractor shall provide such notice as is practicable under the circumstances. DPS shall designate a primary and a secondary contact for the purpose of providing notice pursuant to this paragraph.
- c) DPS will notify Contractor of any defect in any system promptly when it becomes known to it.
- d) The failure to enforce a breach of this Agreement shall not be construed as a waiver of the right to enforce such breach at a later time or to enforce any other breach.
- e) This Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, successors, and assigns.
- f) The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it. This Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.
- g) The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interest of the document's maker or drafter shall not apply to this Agreement.
- h) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document.
- i) This Agreement constitutes the entire Agreement of the parties, all prior negotiations and agreements, whether written or oral, having been merged into this Agreement.
- j) This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.
- k) Nothing contained in this Agreement shall be construed to create a relationship of employer and employee between Contractor and DPS, it being the intent of the parties hereto that the relationship created hereby is, in fact and intent, that of an independent contractor. The parties agree that Contractor is an independent contractor of DPS. Nothing contained herein shall be deemed to constitute DPS and Contractor as partners or joint ventures.

- l) In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees.
- m) Contractor and DPS shall not assign or transfer, in whole or in part, this Agreement or either party's obligations hereunder, without the prior written consent of the other party.
- n) Contractor shall not discriminate against any employee, or applicant for employment in the performance of the contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability and United States military service veteran status. Breach of this provision shall be regarded as a material breach of the contract.
- o) The undersigned persons executing this Agreement on behalf of DPS and Contractor represent and certify that: (i) they fully are empowered and duly are authorized by all necessary action of DPS and Contractor, respectively, to execute and deliver this Agreement; (ii) they have full capacity, power, and authority to enter into and carry out this Agreement; and (iii) the execution, delivery, and performance of this Agreement duly have been authorized by DPS and Contractor, respectively.
- p) Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
 - i. Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
 - ii. Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

iii. Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

- (q) To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either (a) use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability Owned Business Enterprises in the performance of services under this Agreement, or (b) demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of Indianapolis's Department of Minority & Women Business Development. Breach of this section shall be regarded as a material breach of this Agreement.
- (r) Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 10, DPS shall require Contractor to remedy the violation not later than thirty (30) days after DPS notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, DPS shall terminate the contract for breach of contract. If DPS terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to DPS for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

If Contractor employs or contracts with an unauthorized alien but DPS determines that terminating the contract would be detrimental to the public interest or public property, DPS may allow the contract to remain in effect until DPS procures a new Contractor.

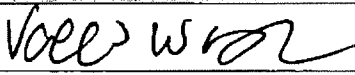
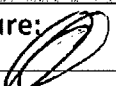
Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 10, Contractor may terminate its contract with the subcontractor for such violation.


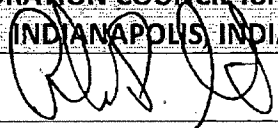
Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with DPS prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with DPS. The form of affidavit is attached hereto as "Exhibit F."

- (s) Contractor certifies and warrants to DPS that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with DPS.

For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to DPS that Contractor, or a person who wholly or partially owns Contractor, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

IN WITNESS WHEREOF, authorized representatives of DPS and Contractor have read the foregoing and all Exhibits incorporated therein and agree and accept such terms as of the Effective Date.

THE DEPARTMENT FOR PUBLIC SAFETY for the CITY OF INDIANAPOLIS, INDIANA	LIFELINE CONSTRUCTION SERVICES, LLC
Signature: 	Signature: 
Print Name: Valerie Washington	Print Name: Alex J. Carroll
Title: Deputy Director / CFO	Title: Managing Member
Date: 6/12/14	Date: 6/11/2014

CONTROLLER for the CITY OF INDIANAPOLIS, INDIANA	CORPORATION COUNCIL for the CITY OF INDIANAPOLIS, INDIANA
Signature: 	Signature: 
Print Name: Jason Dudich	Print Name: Andrew P. Seiwert
Title: Controller	Title: Corporation Counsel
Date: 7/3/14	Date: 6-12-14

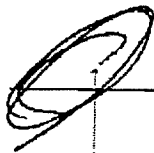
OK

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor):



By (Written Signature):

(Printed Name):

Alex J. Carroll

(Title):

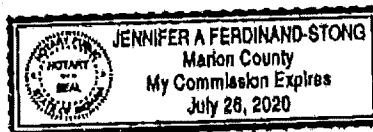
Managing Member

Important - Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

COUNTY OF MARION

SS:



Subscribed and sworn to before me this 1 day of July, 2014.

My

(Signed)

commission

expires:

July 26, 2020

Residing in MARION County,
State of INDIANA

Exhibit "A"

Maintenance Categories listed below represents areas of maintenance services contemplated in this Agreement.

Building Caulking	Re-caulk the building exterior every 5 years
Door Hardware	Door handles & closers
Electrical Gear, UPS & ATS's	Annual maintenance & repair, new UPS batteries every 5 years, or as needed
Flooring	Maintenance, new carpet every 12 years
Gate Maintenance	Gate, track & motor maintenance
Generator Building	Mechanical operation
Generators	Weekly starts & repairs (fuel not included)
HVAC	Filter change every 2 months, system maintenance, 10 year full unit replacement
Landscape	Mowing and outside trash pickup
Lighting & Ballasts (Interior)	New lamps every 3 years & ballast every 10 years
Lighting (Exterior)	Repair & maintain exterior lighting
Painting & Drywall (Interior)	Crack & repair maintenance, interior caulking, fresh paint every seven years
Painting & Masonry (Exterior)	Paint and tuck point maintenance, fresh paint every 5 years
Parking Lot	Crack seal & pot holes, grind & top every 10 years, restripe every 5 years, or as needed
Physical Emergency Plan	Initial creation and annual review with IMPD team of a disaster plan related to the building. For example, this would include several scenarios on what to do if power fails, or HVAC fails, or water fails.
Plumbing	Hot water system, toilets, showers, sinks
Roof Maintenance	Maintenance, New roof membrane every 18 years

Sprinkler System	Inspections, repair
Snow Removal	Snow removal in parking lots and sidewalks after 2" of snowfall. Salt sidewalks.
Contingency	Unforeseen issues that are not otherwise budgeted for

Exhibit "B"

Maintenance Inspection Forms

All forms included in this Exhibit shall be used in their appropriate intervals to inspect the Property. The completed forms shall be available to DPS for review at any time within 24 hours' notice.

Any exceptions or faults noted on the inspection forms shall be immediately attended to and repaired by the Contractor.

Preventative Maintenance Inspection Form

30 Day – 201 N Shadeland Ave

Date _____

This document is intended to be used as a list of items that must be inspected each month and instructions on how those items and areas are to be inspected. It is intended for this list to be updated from time to time, so as to be kept current and actively attacking problems as they arise.

Put a physical check mark beside each line item once completed. Document observations and notate if a tradesman needs to be dispatched.

Instructions		Observations
<i>Exterior Lights</i>		
Physical damage	<i>Broken lights, vehicle damage and vandalism. Be sure to take a picture of damage.</i>	
Burnt lamps	<i>Document any burnt lamps that need to be replaced.</i>	
Flickering fixtures	<i>Note flickering lights that may indicate a ballast going bad.</i>	
Daylight sensor	<i>Cover the daylight sensor and verify the exterior lights turn on correctly.</i>	
<i>Interior Lights</i>		
Burnt lamps	<i>Document any burnt lamps that need to be replaced.</i>	
Flickering fixtures	<i>Note flickering lights that may indicate a ballast going bad.</i>	
<i>Restrooms</i>		
Faucet drips	<i>Document any faucets that drip and need to have a plumber scheduled.</i>	
Faucet leaks (water/drain)	<i>Document any leaks coming from under a sink, either by the drain pipes, or supply valves.</i>	
Hot water	<i>Verify the hot water works in each restroom and that the water becomes hot in a timely manner.</i>	

Date _____

Preventative Maintenance Inspection Form

30 Day – 201 N Shadeland Ave

Toilet hardware	Verify that no toilet flushing hardware is loose or semi operable. Flush all toilets to verify.	
Exhaust fan	Verify the bathroom exhaust is working properly.	
Toilet leaks	When the toilet is flushed, verify no leaks and verify there has not been any long term leak stains.	
Floor drains	Pour water down each drain to make sure it is operable.	
ADA hardware	Verify all ADA hardware is tightly attached and operable.	
Partitions & misc hardware	Verify all bathroom hardware and partitions are in good and operable order.	
Hand dryers	Check that hand dryers turn on automatically and heat quickly	
Showers	Verify that all showers turn on and operate properly.	

Kitchens

Faucet drips	Document any facets that drip and need to have a plumber scheduled.	
Faucet leaks (water/drain)	Document any leaks coming from under a sink, either by the drain pipes, or supply valves.	
Hot water	Verify the hot water works and that the water becomes hot in a timely manner.	
Cabinets	Verify that all cabinet doors are security attached and that all drawers are operable and no damage has taken place.	
Appliances	Visually check to see if appliances appear safe and operable.	
Water quality test	Document chlorine levels in the furthest faucet. If chlorine levels are low, notify land lord.	

Trash & Dumpster Areas

Neat and clean	Verify trash and dumpster areas are clean and free of trash. Take pictures of problem areas.	
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Interior Doors

Date _____

Preventative Maintenance Inspection Form

30 Day – 201 N Shadeland Ave

	Damage inspection	Note any damage to doors and take pictures.	
	Stairwells	Verify that all handrails and steps are in good repair. Take pictures of any safety issues noted.	
Exterior Doors			
	Damage inspection	Note any damage to doors and take pictures.	
	Weather stripping	Verify all weather stripping is in good repair.	
	Air gap inspection	Verify there is no gap where exterior air can leak into the building.	
Elevator			
	General care	Verify the elevator interior and doors on both levels operate correctly, look to be in good repair and clean.	
Hot Water Heater			
	Leak/rust check	Check for rust or leaks around hot water heater.	
	Recirculation pump	Verify the recirculating pump is operating.	
General Interior			
	Carpet flooring	Check for any loose or damaged carpet squares.	
	VCT tile flooring	Check for any loose or damaged VCT tiles.	
	Granite tile flooring	Check for any loose or damaged granite tiles.	
	Fire extinguisher	Check all fire extinguishers for damage and gauge in green zone. Initial and date back of tag.	
	Drywall inspection	Check for any drywall damage, or cracks.	
	Drop ceiling tile inspection	Check for any ceiling tiles that have been damaged, or stained.	
	Cove base inspection	Check for any loose or missing cove base.	

Date _____

Preventative Maintenance Inspection Form

30 Day – 201 N Shadeland Ave

	Document Humidity	Document humidity readings.	
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Electrical

Total amp documentation	Document amp readings from Main Service Entrance.	
TVSS check	Verify the TVSS is operable.	
Test GFI receptacles	Test GFI receptacles and report failures to electrician. Bathrooms, kitchen, break room.	
Broken cover check	Check that receptacle and switch covers are in good repair and labeled.	

Generators

Fuel check	Verify that the fuel level is at least at 50%.	
Spill control check	Verify that all spill control material is in place and in a ready condition.	

OSHA Observations:

Inspectors Name _____

Inspectors Signature _____

Date _____

Preventative Maintenance Inspection Form

90 Day – 201 N Shadeland Ave

This document is intended to be used as a list of items that must be inspected every 90 days and instructions on how those items and areas are to be inspected. It is intended for this list to be updated from time to time, so as to be kept current and actively attacking problems as they arise.

Put a physical check mark beside each line item once completed. Document observations and notate if a tradesman needs to be dispatched.

Roofs		
General condition	Verify there are no visible cracks, or holes, or wrinkles in the membrane and free from biological growth.	
Roof drains	Clean all debris from roof and verify that all debris has been removed from roof drain groves.	
Sky light condition	Verify that there are no cracks, or seeds broken, or visible signs of moisture leakage inside the glass.	
Parapet cap condition	Check for any loose, rusted, or damaged parapet cap.	
Dirt and debris	Clean all dirt and debris from roof membrane.	
Rooftop Units (HVAC)		
Replace filters	Replace all filters in each rooftop HVAC unit.	
Document any vandalism	Document and take pictures of any vandalism.	
Air filter housing integrity	Inspect and repair any damage to air filter housing.	
Check belt tension	Verify belts are in good working order and do not need to be immediately replaced.	
Drive motor	Verify drive motor is running correctly and is not too hot. Use an infrared laser to document running temperature.	
Check control systems	Verify there is no signs of burnt control boards or wiring.	

Preventative Maintenance Inspection Form

90 Day – 201 N Shadeland Ave

Coil health	Verify there is no visible damage to coils.	
Motor contactors	Check for burnt or pitted contactors.	
All exterior panels	Check for any type of damage and repair.	
Lubrication	Lubricate applicable bearings.	
Moisture carryover	Verify that evaporator moisture is draining properly and not getting further pulled into the HVAC system.	
Economizer	Check economizer for proper operation and seasonal settings.	
Parking Lots		
Crack/pot hole inspection	Document and cracks that should be filled, or pot holes that should be patched.	
Sweeping	Make sure all debris is swept from the parking lot.	
Interior Doors		
Auto closer function	Verify auto closers are properly working.	
Exterior Doors		
Auto closer function	Verify auto closers are properly working.	
Hot Water Heater		
Tank flush	Flush the hot water tank.	
General Interior		
Drywall mold inspection	Look for visible mold or discoloration along seams and corners of all drywall.	
Exterior Envelope		
Caulking check	Check all exterior caulking is in good condition and make repairs where necessary.	
Paint check	Check for any areas that should be touched up.	

Date _____

Preventative Maintenance Inspection Form

90 Day – 201 N Shadeland Ave

Park shelter check	<i>Verify that the park shelter is in good condition and not in need of repair.</i>	
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Inspectors Name _____

Inspectors Signature _____

Preventative Maintenance Inspection Form

180 Day – 201 N Shadeland Ave

This document is intended to be used as a list of items that must be inspected every 180 days and instructions on how those items and areas are to be inspected. It is intended for this list to be updated from time to time, so as to be kept current and actively attacking problems as they arise.

Put a physical check mark beside each line item once completed. Document observations and notate if a tradesman needs to be dispatched.

Roofs		
180 Day Roof Inspection Form	Use the 180 Day Roof Inspection Form, which is to be completed by a qualified TPO technician.	
Rooftop Units (HVAC)		
Refrigerants	Verify that refrigerant gas is holding at acceptable levels and does not show a loss of gas in the system.	
Replace belts	Replace belts.	
Damper operation	Verify dampers are adjusted for the season and operating correctly.	
Mechanical Equipment		
Dock lift	Verify that dock lift operates completely, oil levels are within range, and joints are lubricated.	

Date _____

Preventative Maintenance Inspection Form
180 Day – 201 N Shadeland Ave

Inspectors Name _____

Inspectors Signature _____

Preventative Maintenance Inspection Form

180 Day Roof – 201 N Shadeland Ave

This document is intended to be used as a list of items that must be inspected every 180 days along with instructions on how those items and areas are to be inspected. It is intended for this list to be updated from time to time, so as to be kept current and actively attacking problems as they arise.

Document all comments and notate if a tradesman needs to be dispatched.

What to Inspect	Maintenance/Check Required	Notes And Comments
Exterior walls	<i>for leaks, staining and missing mortar</i>	
Interior roof deck	<i>for signs of leaks or deterioration</i>	
Ceiling	<i>for signs of leaks</i>	
Interior walls	<i>for signs of leaks</i>	
Roof edge	<i>for deterioration</i>	
Fascia/Coping	<i>for deterioration</i>	
Expansion joints	<i>for signs fo excessive movement, leaks, deterioration</i>	
HVAC	<i>for curb attachment, condensate lines</i>	
	<i>sheet metal gaskets on machines</i>	
Penetrations	<i>fill all pitch pans, inspect pipe boots</i>	

Date _____

Preventative Maintenance Inspection Form

180 Day Roof – 201 N Shadeland Ave

Drainage system	<i>clear all gutters, downspouts, scuppers</i>	
	<i>note any deficiencies or damage</i>	
	<i>inspect all seams and patches</i>	
Field of roof	<i>recaulk all seams and patches as needed</i>	
Parapet cap	<i>check metal attachment</i>	
	<i>check for rust and coat with zinc paint</i>	
Other	<i>check for contamination, soft areas</i>	
	<i>check for biological growth and clean</i>	

Pay close attention to anything that should have been fastened but may have been missed, or come loose. Also check for any movement of ballast or surfacing that may be caused by wind so that you can reposition if necessary to consider additional steps to prevent wind scour.

Inspectors Name _____

Inspectors Signature _____

Preventative Maintenance Inspection Form

Annual – 201 N Shadeland Ave

This document is intended to be used as a list of items that must be inspected once every year and instructions on how those items and areas are to be inspected. It is intended for this list to be updated from time to time, so as to be kept current and actively attacking problems as they arise.

Put a physical check mark beside each line item once completed. Document observations and notate if a tradesman needs to be dispatched.

<i>Rooftop Units (HVAC)</i>		
180 Day Inspection	Complete the 180 Day Inspection Form for HVAC in conjunction with this Annual Inspection.	
Heat exchanger	Visually inspect for deterioration.	
Verify equipment grounding	Verify grounding continuity with an ohm meter.	
Biological control tablets	Place biological control tablets in the condensate drain pan.	
Coils	Verify there is no damage to the evaporator or condenser coils.	
Gas piping	Verify there has been no noticeable damage to all gas pipes that runs from the utility meter to the rooftop units.	
Hail guards	Verify that all hail guards are secure and in optimal condition.	
Smoke detector	Verify the smoke detector is working.	
<i>Fire System</i>		
Annual inspection	Report generated by licensed sprinkler inspection company. Include hand held fire extinguishers.	
Backflow preventer	Report generated by third party.	

Preventative Maintenance Inspection Form

Annual – 201 N Shadeland Ave

Date _____

	Alarm testing	Report generated by third party.	
Elevator			
	Annual inspection	Report generated by licensed elevator inspection company.	
	Sump pump	Pour 15 gallons of water into the sump and verify the pump will automatically turn on and pump water.	
Hot Water Heater			
	Burner inspection	Inspect burner and entire water heater with a licensed plumber.	
Electrical			
	Verify all labeling	Breaker labels, Arc Flash Warning, and safety labeling.	
	Grounding check	Look for loose connections, corrosion, gas main, water main, and verify grounding continuity.	
	Outdoor grounding check	Check outdoor grounding on gates, dock lift, park shelter, roof antennas, and generator house.	
	Wiring check	Look for burnt or wet wiring, visibly loose connections	
	Convenience receptacles	Check outlets for signs of visible signs of surface burning.	
	Thermal scan	Thermal scan all breaker panels, batteries and transformers.	
	UPS Annual	Report generated by UPS maintenance company.	
Generators			
	Full load test	Turn generators onto full building load and document with Weekly Generator Inspection Form.	

Date _____

Preventative Maintenance Inspection Form

Annual – 201 N Shadeland Ave

Inspectors Name _____

Inspectors Signature _____

Preventative Maintenance Inspection Form
Weekly Generator – 201 N Shadeland Ave

Generator Number _____

This document is intended to be used as a list of items that must be inspected each week before, during and after the diesel generators are started and tested.

Circle OK or FAIL for each item and mark comments as needed.

Prestart Weekly

Comments

1	Check for tight battery cable connections	OK	FAIL	
2	Cleanliness of battery cables	OK	FAIL	
3	Oil leaks	OK	FAIL	
4	Coolant leaks	OK	FAIL	
5	Battery charging voltage - manual check			
6	Battery voltage - manual check			
7	Radiator core/grill for cleanliness	OK	FAIL	
8	Check coolant level	OK	FAIL	
9	Check engine oil level	OK	FAIL	
10	Block heater temperature			
11	All rubber hoses for deterioration	OK	FAIL	
12	Is day tank fuel level full	OK	FAIL	

Generator Number _____

Preventative Maintenance Inspection Form
Weekly Generator – 201 N Shadeland Ave

13	Visually check generator windings for burns	OK	FAIL
14	Visually check engine wiring	OK	FAIL

Generator At Startup Weekly

15	Overhead door operate	OK	FAIL
16	Any unusual noises	OK	FAIL
17	Any unusual vibrations	OK	FAIL

Generator At 20 Minutes Running Weekly

23	Does exhaust gas look normal	OK	FAIL
24	Is day tank operating normally	OK	FAIL

Preventative Maintenance Inspection Form
Weekly Generator -- 201 N Shadeland Ave

Generator Number _____

Post start

25	Overhead door operate	OK	FAIL
26	Switch set to Auto	OK	FAIL
27	Do belts show signs of wear	OK	FAIL
28	Verify breaker set to ON	OK	FAIL

Inspectors Name _____

Inspectors Signature _____

Inspection Date _____

Exhibit "C"

The Fee Schedule in this Exhibit will be paid annually and adjusted each year by the overall Producer Price Index. The Producer Price Index (PPI) is a weighted index of prices measured at the wholesale, or producer level and released each month from the Bureau of Labor Statistics.

The price adjustment rate applied to the Fee Schedule will be determined by multiplying the percentage differences since the Effective Date of this Agreement and the year(s) thereafter.

Example 1 (Fee Payment for Year 3):

Assume the PPI, as reported by the Bureau of Labor Statistics, for Year 1 is 2.4% and Year 2 is 1.3%.

Year 3 base fee is \$125,000.00, as listed below. The PPI adjusted fee would be \$129,664.00 ($125000 * 1.024 * 1.013$).

Example 2 (Fee Payment for Year 9)

Assume the PPI, as reported by the Bureau of Labor Statistics, for Year 1 is 2.4%, Year 2 is 1.3%, Year 3 is 2.3%, Year 4 is 2.1 %, Year 5 is 2.6%, Year 6 is 1.9%, Year 7 is 2.3% and Year 8 is 2.5%.

Year 9 base fee is \$215,750.00, as listed below. The PPI adjusted fee would be \$256,261.06 ($215750 * 1.024 * 1.013 * 1.023 * 1.021 * 1.026 * 1.019 * 1.023 * 1.025$).

Fee Schedule

<i>Year 1</i>	\$ 100,000.00
<i>Year 2</i>	\$ 125,000.00
<i>Year 3</i>	\$ 125,000.00
<i>Year 4</i>	\$ 175,000.00
<i>Year 5</i>	\$ 215,750.00
<i>Year 6</i>	\$ 215,750.00
<i>Year 7</i>	\$ 215,750.00
<i>Year 8</i>	\$ 215,750.00
<i>Year 9</i>	\$ 215,750.00
<i>Year 10</i>	\$ 215,750.00
<i>Year 11</i>	\$ 215,750.00
<i>Year 12</i>	\$ 215,750.00
<i>Year 13</i>	\$ 215,750.00
<i>Year 14</i>	\$ 215,750.00
<i>Year 15</i>	\$ 215,750.00
<i>Year 16</i>	\$ 215,750.00

<i>Year 17</i>	\$ 215,750.00
<i>Year 18</i>	\$ 215,750.00
<i>Year 19</i>	\$ 215,750.00
<i>Year 20</i>	\$ 215,750.00
<i>Year 21</i>	\$ 215,750.00
<i>Year 22</i>	\$ 215,750.00
<i>Year 23</i>	\$ 215,750.00
<i>Year 24</i>	\$ 215,750.00

Exhibit "D"

Fee Schedules by Contractor

As of the Effective Date of this Agreement, Contractor has set the prices that will be charged to DPS as follows. This pricing is subject to change.

All Parts and Equipment shall be increased by 10% over that which contractor paid.

All labor rates shall be increased by a factor of 1.5 for emergency work performed after normal business hours.

All labor rates may be increased by a factor of 2 for emergency work performed on a holiday.

Normal base labor rates for skilled labor shall be \$75 per hour.

Normal base labor rates for unskilled labor shall be \$45 per hour.